



European Communities No. 22 (1974)

Agreement

between the European Economic
Community and the Democratic Republic
of the Sudan on the Supply of
Common Wheat as Food Aid

Brussels, 19 October 1973

[The Agreement entered into force on 19 October 1973]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
December 1974*

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**AGREEMENT
BETWEEN THE EUROPEAN ECONOMIC COMMUNITY AND THE
DEMOCRATIC REPUBLIC OF THE SUDAN ON THE SUPPLY
OF COMMON WHEAT AS FOOD AID**

The Council of the European Communities, of the one part,

The Government of the Democratic Republic of the Sudan, of the other part,

Have decided to conclude this Agreement and to this end have designated as their Plenipotentiaries:

The Council of the European Communities:

Mr. Niels Ersbøll,

Ambassador Extraordinary and Plenipotentiary,
Chairman of the Permanent Representatives Committee;

Mr. Hans-Broder Krohn,

Director-General of Development and Co-operation
of the Commission of the European Communities;

The Government of the Democratic Republic of the Sudan:

Mr. S. O. Hashim,

Ambassador Extraordinary and Plenipotentiary
of the Democratic Republic of the Sudan at Paris

Who have agreed as follows:

ARTICLE I

Under its food aid programme for cereals for the year 1970/71, and in accordance with the decision taken by the Council of the European Communities on April 6 1971, the European Economic Community, hereinafter referred to as "the Community", shall make the Democratic Republic of the Sudan, hereinafter referred to as "the country of destination", a gift of 9,000 metric tons of common wheat.

Deliveries shall be in bulk, f.o.b. Community ports.

The Commission of the European Communities shall inform the country of destination in good time, by letter, telex or telegram, of the ports of shipment, the quantities, the dates of availability at the said ports and the daily loading rate.

The responsibilities of the Community and the country of destination with regard to shipment and to taking delivery f.o.b. respectively are set out in the Annex, which forms an integral part of this Agreement.

ARTICLE II

The country of destination undertakes to make all necessary arrangements for transporting the delivered products from the ports of shipment to their destination.

It undertakes to exercise the greatest possible care to ensure that the tendering arrangements for the transport by sea are not prejudicial to the free play of fair competition. Any problem arising in this connection shall be the subject of consultations under Article VIII.

ARTICLE III

The country of destination undertakes to use the products received as aid for purposes of consumption and to apply, for the sale of the wheat on its market, the prices normally charged on that market for products of comparable quality.

The proceeds from this sale, less the cost of sea transport and the normal cost of selling the product on the market of the country of destination, will be paid into a special account and allocated to the financing of development schemes undertaken by this country.

ARTICLE IV

The Contracting Parties undertake to implement this Agreement in such a way as to avoid any prejudice to the normal structure of domestic production and international trade. To this end, they shall take any measures required to ensure that aid supplies are in addition to, and do not replace, commercial transactions which might reasonably be expected in the absence of such supplies. In particular the country of destination undertakes to import commercially from whatever source between 1 July 1972 and 30 June 1973 a minimum quantity of 146,000 metric tons of wheat or its equivalent in wheat flour.

ARTICLE V

- The country of destination shall take all appropriate measures to prevent:
- the re-exportation of the products received as aid, and of products and by-products derived from them; as well as
 - the exportation, for trade and other purposes, within six months of the last delivery, either of the products obtained locally which should be of the same nature as the products received as aid or of products of the first processing stage, or by-products derived from them.

ARTICLE VI

The country of destination undertakes to inform the Community how this Agreement is being implemented. To this end, it shall provide the Commission of the European Communities with the following information:

- (1) transport: ports and dates of arrival of vessels; nature, quantity and quality of the product loaded; dates on which the unloading was completed;

- (2) marketing: quantities sold; method of marketing; selling prices;
- (3) commercial imports: quantities of common wheat and wheat flour commercially imported from all origins between 31 July 1972 and 30 June 1973;
- (4) situation with regard to the special account set up in local currency with the proceeds of the sale of the products received as aid;
- (5) projects financed from the special account; relative importance of these funds in the overall financing of projects.

ARTICLE VII

The information referred to in Article VI shall be communicated within the following time-limits:

- transport: not more than 30 days after the unloading of each cargo;
- commercial imports: by 31 July 1973;
- other information: a report on the situation at 31 December each year shall be communicated by 15 January of the following year, until such time as the special account has been completely liquidated.

ARTICLE VIII

At the request of either of them, the Contracting Parties shall consult each other on any questions concerning the implementation of this Agreement.

ARTICLE IX

This Agreement is drawn up in duplicate in the Danish, Dutch, English, French, German and Italian languages, each of these texts⁽¹⁾ being authentic.

In witness whereof, the undersigned Plenipotentiaries have affixed their signatures below this Agreement.

Done at Brussels on the nineteenth day of October in the year one thousand nine hundred and seventy-three.

SIGNATURES

The Council of the European Communities

The Government of the Democratic Republic of the Sudan

⁽¹⁾ For texts in Danish, Dutch, French, German and Italian see Official Journal of the European Communities No. L 23 of 28 January 1974, available through Agency Section, Her Majesty's Stationery Office, P.O. Box 569, London, SE1 9NY. Tel.: 01-928 6977, ext. 410.

ANNEX

Conditions Applicable to the Handing Over of the Common Wheat at the Ports of Shipment

To ensure the smooth operation of the Agreement and in particular of Article I thereof, the Contracting Parties have agreed as follows:

ARTICLE 1

Except as otherwise provided in Article 3, paragraph 6, delivery will be deemed to be effected at the moment at which the goods have effectively passed the ship's rail at the port of shipment; all costs of stowage and securing shall be borne by the country of destination.

ARTICLE 2

Except as otherwise provided in Article 3, paragraph 6, the risk shall be transferred from the Community to the country of destination at the moment when the goods have effectively passed the ship's rail at the port of shipment.

ARTICLE 3

The country of destination shall procure and inform the Community, in good time, of the names of the vessels which are to ship the goods, so that the loading dates indicated in accordance with Article I of the Agreement may be respected.

The vessel is to be named by the country of destination at least 7 clear days prior to the estimated date of arrival in port. This country shall be responsible for any consequences arising either from its failure to name the vessel or from delay in doing so.

The country of destination shall insert in the charter-party a clause requiring the captain to inform the Community at least 72 hours in advance of the vessel's estimated date of arrival in port.

The goods shall be held at the disposal of the country of destination in the port indicated from the date on which the ship is declared ready for loading. In the event of the Community not placing the goods at the disposal of the vessel in good time, any consequences resulting from this, in particular demurrage and/or dead freight, shall be dealt with by the Community.

Should there be a delay in the arrival of the vessel named by the country of destination at the port of shipment, and this delay prevents loading within the time-limits indicated in accordance with Article I of the Agreement, or should it prove impossible for it to load, the goods shall be held at the expense, risk and peril of this country.

Should the country of destination fail to provide a vessel of suitable tonnage within the time-limit indicated in accordance with Article I of the Agreement, it shall be regarded as being in default unless it notifies the

Community by telegram, not later than the last day of the period fixed for delivery, that it is seeking an extension of this period. Where such an extension is sought, the Community shall hold the goods on behalf of the country of destination, expenses resulting from this being borne by the latter.

The country of destination shall be responsible for any consequences resulting from the fact that the size of a vessel supplied by it proves unsuitable for the loading facilities provided at the port of shipment.

ARTICLE 4

The tolerance on shipment of the quantities notified in accordance with Article I of the Agreement shall be 5%, although the total quantity of 9,000 metric tons shall not be exceeded.

If, however, the quantity made available for loading on a given vessel cannot be put on board in its entirety because of circumstances beyond the control of the Community, the balance which could not be put on board within the specified time-limits shall be stored at the expense of the country of destination and shipped on the next vessel.

If the country of destination informs the Community within a period of 15 clear days that it will not take delivery of this balance, the handling and storing expenses incurred shall be borne by the country of destination until such time as it gives notice that it gives up this balance. In this event, the Community may consider that it has discharged its commitments to the country of destination.

ARTICLE 5

Once the goods are on board the vessel, the Community shall notify the country of destination without delay of the date of loading, the quantity and quality of the goods noted on loading and mentioned in the vessel's bill of lading.

ARTICLE 6

All surety charges for delivery shall be borne by the country of destination.

ARTICLE 7

The Contracting Parties reserve the right to nominate one or more agents to execute the Agreement.

To deal with any eventualities, the Democratic Republic of the Sudan shall nominate a representative in each port of shipment.

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